



REQUEST FOR PROPOSAL

RFP 072014

Bay County Sheriff Department
Medical Care Services

THOMAS HICKNER
BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT RETURN THIS PROPOSAL, PLEASE RETURN THIS FORM INDICATING SO TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDER LIST.

DATE OF REQUEST	JULY 8, 2014
REFERENCE PROPOSAL NUMBER	RFP 072014
PROPOSED DATE/TIME REQUIRED	AUGUST 1, 2014 11:00 A.M.
SUBMIT PROPOSAL TO	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION ATTN: FRANCES MOORE BAY COUNTY BUILDING 515 CENTER AVENUE BAY CITY, MI 48708-5128
MADATORY WALK-THROUGH	JULY 16, 2014 9:00 AM BAY COUNTY LAW ENFORCEMENT CENTER 503 THIRD STREET BAY CITY, MI 48708
MARK PROPOSAL	"BAY COUNTY SHERIFF DEPARTMENT MEDICAL CARE SERVICES" DELIVER TO THE PURCHASING OFFICE IMMEDIATELY

The Bay County Purchasing Division is soliciting sealed proposals for the provision of medical program management and health care services to the inmates housed within the Bay County Law Enforcement Center, located at 503 Third Street, Bay City, Michigan.

DEFINITIONS:

- Facility – the jail capacity is 249 beds which consist of the housing for Bay County inmates and inmates from other governmental entities.
- Physician – an individual holding a license to practice medicine in the State of Michigan and is contracted by the County of Bay.
- Nurse – a Licensed Practical Nurse or Registered Nurse who cares for the inmates through a contract with the County of Bay. A licensed health-care professional who practices independently and is supervised by the contracted physician.
- Medication Distribution Technician – primary duties is to distribute meds to inmates three (3) times per day in housing pods under supervision of Nurses. Inventory medication cart and meds in med room once daily. Restock med cart after the medication distribution is completed. Filing of charts and other duties as assigned by nursing staff if time is permitted. This is a non-licensed position.
- Office Assistant/Clerical – Provides clerical support to physician and nurses; coordinates inmate medical and dental appointments; acquires inmate medical records from outside physicians, hospitals, pharmacies and jails; orders medications from Pharmacy contractor; identification and inventory of medications; returns unused medications to Pharmacy contractor IAW standards set forth by that contractor; acts as liaison between Jail Administration, Jail Billing Clerk and Medical Contractor; provides statistics, inmate medical updates and pertinent information as requested by Jail Administration; and medication distribution. This position is full time, Monday thru Friday, up to 40 hours per week.
- Pharmacy – a contracted vendor with the County of Bay that works with the Physician and Nursing staff.

GENERAL SPECIFICATIONS:

1. Proposals shall include both medical care and dental care.
2. Services would be provided 16 hours per day 7 days per week 52 weeks per year for the Law Enforcement Center for an average inmate population of approximately 249. Alternate pricing options may be provided for a four (4) and eight (8) hour day.
3. The bidder will be required to have knowledge of the billing process for Blue Cross/Blue Shield.

PHYSICIAN SERVICES SPECIFICATIONS:

1. Bidder must be organized for the purpose of providing health care services and must have minimum of five (5) years' experience with proven effectiveness in Correctional (or related institutional) Health Care Services.
2. Bidder must have qualified and trained staff with sufficient back-up personnel.
3. Any medical provider submitting a proposal must be fully licensed and in good standing to practice medicine in the State of Michigan. A copy of said license is to be submitted with the proposal documents.
4. On-site physician services for a minimum of three (3) hours per week at mutually agreed times. On-call physician services for twenty-four (24) hours per day, seven (7) days per week.

5. Pricing is to include a flat rate for each year of the agreement as well as an hourly rate charged when the physician is called in beyond the regularly scheduled sessions. (This call-in rate is to include a stipulation for a one hour minimum charge).
6. The physician is on-call at all times during the term of this agreement. **In the case of an absence, the physician may have a physician's assistant or a substitute physician fill in. The fill-in's information must be listed in the proposal.** Bay County jail administration must be made familiar with the substitute prior to his/her working in the capacity of the jail physician. Any individual filling in for the contracted physician must be covered and listed under the same liability and malpractice insurance requirements as listed above. Jail administration and nursing staff shall be made aware prior to the absence of the contracted physician that an absence is expected to occur. Prior to an absence it is the responsibility of the jail physician to provide all of the contact information of the fill-in physician.
7. Bidders are required to submit a statement of their individual/firm's experience and qualifications to provide inmate medical services. Bidder must also provide in these proposal documents, the same information for their fill-in physician if there is to be one.
8. The Contracted Physician must comply with all state and federal privacy laws.
9. The County of Bay and/or the Sheriff or his designee reserves the right to dismiss an employee of the contractor from the worksite without cause. Dismissal may occur (but not limited to) if a contract employee is believed to be ill, under the influence of drugs or alcohol, having inappropriate relationships with inmates, deliberately antagonizing inmates, deliberately ignoring inmate's medical needs, gross unprofessional conduct, failure to follow orders of the Sheriff or his designee or physician, nonfeasance, malfeasance, misfeasance or gross ignorance of safety and security protocols. Dismissal may be temporary or permanent.

NURSING SERVICES SPECIFICATION:

1. To provide nursing services to inmates of the Bay County Law Enforcement Center.
2. To provide a Licensed Nurse at the County Law Enforcement Center for a minimum of 112 hours per week with a maximum of 127 hours per week and to be on call twenty-four (24) hours per day during the term of this agreement.
3. The County will provide a suitable, secure facility in which Provider's Jail Nurse can provide appropriate health care as required and the necessary equipment and supplies to allow adequate nursing at the Law Enforcement Center.
4. To provide a Licensed Nurse to the Jail Facility on a reasonable notice from the Jail Physician and assist the Jail Physician as he or she deems necessary. It is understood that the determination of what is "necessary" in this context is in the Jail Physician's sole discretion.
5. To provide at a minimum the following services under the direction of the Jail Physician:
 - a. Intake medical screening of inmates;
 - b. Sick call for inmates;
 - c. Coordinate and distribute medication for inmates;
 - d. Telephone consultation;
 - e. Assist Jail Physician with visits and complete physical examinations and record within ten (10) days of booking date;
 - f. Examinations must be signed by a physician within 14 days;

- g. On-call services to include prescription verifications, consults, evaluations and referrals as necessary on a 24-hour basis. Response to pagers will be within 20 minutes from the time of page;
 - h. Nursing staff will be responsible for tuberculosis tests on all inmates, as well as reading same tests or training staff to follow through with the same;
 - i. Follow-up on all hospitalized inmates on as-needed basis;
 - j. Provide health assessments, which are in accordance with Michigan Corrections Department and established by Bay County;
 - k. Provide staff training as needed for urgent or emergent medical conditions;
 - l. Provide monthly statistical reports to the Jail Administration and the Sheriff;
 - m. Be first responder in case of a medical emergency in the jail;
 - n. Documentation if an inmate's ordered medication was not administered and the reason.
6. It will be the understanding that the Jail Nurse assigned shall receive and take instructions and directions during the term of this agreement from the Jail Physician retained by the County.
 7. Nursing staff needs to work in cooperation with the mental health and substance abuse team for treatment of inmates.
 8. Meetings with Jail Administration, Community Corrections, mental health/substance abuse and nursing staff when needed to discuss inmate treatment. Meetings will be set when needed. Policies will be provided to and reviewed by Jail Administration. Nursing staff are contract employees and will report to Jail Administration which will have the final decision on issues that arise.
 9. Submit all itemized invoices for services to the County on a weekly basis. Itemizing shall include the detailing of the hours provided and the types of services provided. The County will pay the invoice within thirty (30) days from the end of the period.
 10. The jail nurses are considered independent contractors and not employees of Bay County. The Jail Nurses must at all times provide workers' compensation insurance coverage for each employee.
 11. At all times the Jail Nurses must maintain a valid license or certification to conduct nursing activities within the State of Michigan. A copy of said license must be provided to the County upon signing of any agreement or contract.
 12. The County of Bay and/or the Sheriff or his designee reserves the right to dismiss an employee of the contractor from the worksite without cause. Dismissal may occur (but not limited to) if a contract employee is believed to be ill, under the influence of drugs or alcohol, having inappropriate relationships with inmates, deliberately antagonizing inmates, deliberately ignoring inmate's medical needs, gross unprofessional conduct, failure to follow orders of the Sheriff or his designee or physician, nonfeasance, malfeasance, misfeasance or gross ignorance of safety and security protocols. Dismissal may be temporary or permanent.

QUALIFICATIONS OF CARE PROVIDERS:

The minimum bidder qualifications for the project:

1. The bidder must be organized and existing for the primary purpose of providing medical services within a correctional environment.
2. The bidder must have at least two (2) continuous years of corporate experience (not individual) in administering medical programs in a correction setting.

3. The bidder must have demonstrated its experience and the quality of its service by having obtained the accreditation of the National Commission of Correctional Health Care in a jail and/or prison system or equivalent accreditation. Copies of such accreditation shall be submitted with your proposal. If the bidder has not accomplished this, a detailed plan must be outlined as to how accreditation will be accomplished in Bay County.
4. The bidder must have demonstrated its ability to provide a medical care system specifically for the Bay County Law Enforcement Center. It must demonstrate that it has the ability of immediate contract start-up that it has a proven system of recruiting and retaining staff and that it has an adequate support staff in its central office capable of completely supervising and monitoring its operation at the Bay County Law Enforcement Center.
5. The bidder must have a demonstrated recruiting program for all staff including professional care providers.

REQUIREMENTS OF BIDDER:

1. Successful bidder will be required to sign an affidavit stating compliance with all tax codes and all State, Federal and County laws as applicable.
2. All bids must be good for 120 days.
3. The County may request an interview and/or oral presentation of any firm who submits a proposal for the purpose of asking questions and for clarification regarding ambiguous areas of their proposal.
4. There will be a **MANDATORY WALK-THROUGH** on **July 16, 2014 at 9:00 AM** at the Bay County Law Enforcement Center conference room located at 503 Third Street, Bay City, MI 48708.

ADDITIONAL INFORMATION:

1. Currently # three (3) of inmates have their own insurance.
2. Medication is currently administered by a local pharmacist to approximately 165 of people.
3. The successful bidder is not required to provide staff people to replace deputies who give out the medication.
4. All Sheriff Deputies are trained in CPR and a few are trained in first aid.
5. As of this release zero (0) of inmates have AIDS.
6. The inmates do not receive counseling from Public Health.
7. The female population is currently at 26 with one (1) pregnancy.
8. Every inmate who is here for more than five (5) days has a medial file and is assessed by way of a questionnaire.
9. The Bay County Law Enforcement Center has approximately 4500 of bookings per year.
10. The County will continue to use Blue Cross/Blue Shield as its provider.

CONTRACT INFORMATION:

1. The County, without invalidating its contract may order extra services or make change by altering, adding to or deducting from the services, with the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the contract except that any claim for extension of time caused by any directed change shall be adjusted by a Change Order at the time of ordering such change.
2. The contract period will be five (5) years beginning no later than September 1, 2014 and ending on August 31, 2019.

The contract shall be terminated:

- i. Immediately, if the County and service provider mutually agree in writing to termination.
- ii. Immediately, if the service provider fails or refuses to faithfully or diligently perform the services, provisions, or duties of the contract, or for other good cause. Depending upon the seriousness of the breach, the County will use best efforts to provide thirty days written notice of conditions endangering performance.
- iii. With seven (7) days written notice notwithstanding any other provision of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming through failure of the County to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Bay County shall have the right to terminate the contract without penalty after documenting the lack of funding. The service provider shall receive compensation for services performed prior to termination.

All persons performing work on behalf of the successful bidder shall be considered the service provider's employees or agents.

All proposals must demonstrate that the bidder has the willingness and ability to comply with bidding documents, in particular the Standards for Health Services in Jails 2008 established by the National Commission of Correctional Health Care.

CONTENTS OF PROPOSAL PACKET:

All proposals must contain the information below. Failure to submit the requested information may result in disqualification of the bidder.

1. This portion of the Proposal should include the actual program cost for the first year of the contract and a guaranteed inflationary formula for subsequent years of the contract, if any, and a per diem rate for population fluctuations. Alternate staffing models prices at 4, 8 and 16 hour licensed medical care shall be submitted. Proposals will only be accepted on the attached form. Please attach specification sheets. **(SEE ATTACHMENT A)**
2. Each bidder must provide with its formal Proposal a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Request for Proposal. **(SEE ATTACHMENT B)**
3. Each bidder shall be required to complete the attached questionnaire. **(SEE ATTACHMENT C)**
4. Bidder will provide three (3) references. **(SEE ATTACHMENT D)**
5. Sufficient information concerning the medical service programs of the provider for the County to evaluate whether or not the bidder meets the minimum requirements contained in these bidding documents. This information should include a detailed explanation of how on-site and off-site health services will be provided. **(LABEL ATTACHMENT E)**
6. The name and resume of the individual who will be the on-site Program Administrator. **(LABEL ATTACHMENT F)**
7. A letter of intent from an insurance company authorized to do business in the State of Michigan stating its willingness to insure the bidder in the amounts set forth below. **(LABEL ATTACHMENT G)**

8. A full and complete staffing and organizational chart with an explanation of how medical services for inmates at the Bay County Law Enforcement Center will be delivered. **(LABEL ATTACHMENT H)**
9. Accreditation – The proposal shall address the bidder’s plan to secure and/or maintain National Commission of Correctional Health Care (NCCHC) accreditation for the health care delivery system at the Bay County Law Enforcement Center. **(LABEL ATTACHMENT I)**
10. Information concerning the following personnel matters: **(LABEL ATTACHMENT J)**
 - a. Recruitment practice
 - b. Equal employment opportunities
 - c. Licensure/certification requirements
 - d. Staff training and personnel development
 - e. Orientation of new personnel
 - f. Employee assistance program
 - g. Continuing education
 - h. In-service training
 - i. Performance review
11. Transition Plan: The bidder is to describe in detail how it would make the transition from the current service provision to ensure the full delivery of services. The plan should address specifically who would be doing what on which dates and times, including the formulation of plans, hiring of employees and subcontractors and ensuring continuity of care. **(LABEL ATTACHMENT K)**
12. Program support services: In addition to providing on-site services, off-site services and personnel services that bidder will also be expected to provide professional management services to support the health program at the Bay County Law Enforcement Center. **(LABEL ATTACHMENT L)**

The additional support services are as follows:

- a. Peer Review committee – The proposal shall indicate the method to be used in instituting and maintaining a Peer Review Committee. The committee shall be responsible for developing, recommending and implementing all policies and procedures necessary for the operation of the health program at the Bay County Law Enforcement Center. The bidder shall identify the membership of the committee and how often the committee will meet. The County has final approval of committee membership.
- b. Quality Assurance Program – Specify guidelines for a Quality Assurance Program (QAP). The Program Administrator will establish a program for assuring that quality medical care services are provided to inmates. The QAP will evaluate the health care provided to inmates both on-site and at off-site facilities for quality, appropriateness and continuity of care.
- c. Cost Containment Program – Specify a detailed plan for the implementation and operation of a cost containment program. Addressed in the section shall be the mechanism by which the bidder plans to control medical care costs, areas which cost savings will be achieved and evidence of the success of such a program at other contract sites.
- d. Management Information System – Indicate the method to be used in implementing a system for collecting and analyzing the trends in the utilization of medical care services. Bidders must provide a copy of the format to be utilized for reporting the data. The format utilized must be acceptable to the Bay County Sheriff Department and the Bay County Board of Commissioners.

13. Each bidder is requested to complete the attached business information forms. This attachment will not be considered in awarding or rejecting the Proposal, but the bidder awarded the Contract will need to submit this information prior to the purchase order release. **(SEE ATTACHMENT M)**

GENERAL INFORMATION:

1. **CHANGES TO RFP:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive future communications related to this RFP, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this RFP, Bidder agrees to be bound by this RFP's terms and conditions. Proposals may be withdrawn by the Bidder without penalty at any time before notification that the Bidder's Proposal has been selected. However, if the Bidder withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Bidder shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Bidder's Proposal.
4. **RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to either purchase equipment from the Bidder or to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. **TAX-EXEMPT STATUS:** Bay County is a tax-exempt entity. A tax-exempt form will be provided to the successful bidder.
6. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
7. **RESPONSIBILITY:** Bidder is solely responsible for ensuring its bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

8. **INSURANCE:** The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFP and any resultant contract, whether such service be by the Bidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
- a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."

9. **COST OF DEVELOPING PROPOSAL:** The Bidder shall be responsible for all costs incurred in the development and submission of its Proposal.

10. PROPOSAL DELIVERY: Proposals must be returned no later than **August 1, 2014 @ 11:00 am.** in a sealed envelope clearly marked **"Bay County Sheriff Department Medical Care Services"--- Deliver to the Purchasing Office immediately.** Please provide two (2) printed copies of the submission as well and an electronic PDF file. The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or E-mail.

11. NON-DISCRIMINATION: In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
12. PROPOSAL OPENING: There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
13. PROPOSAL REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
14. PROPOSAL AWARD: In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the proposal to the Bidder providing the best value to the County.
15. CONTRACT: The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and last, the Bidder's Proposal.

16. DISPUTES: In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain a Bid Protest Form from the Purchasing Office which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**

17. QUESTIONS: All questions about this RFP must be directed by July 25, 2014, 5:00 p.m. in writing, via email, to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

ADA ASSISTANCE: The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Tim Quinn
Director of Personnel and Employee Relations
and Corporation Counsel
Bay County Building
515 Center Ave. 3rd Floor
Bay City, MI 48708-5128
(989) 895-4098
(989) 895-4049 TDD

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
989-895-4037
mooref@baycounty.net

This proposal process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website www.baycounty-mi.gov.

PROPOSAL SUMMARY

PRICING PER HOUR – 16 HOURS PER DAY

Position	Year 1	Year 2	Year 3	Year 4	Year 5
Nursing Services					
Federal Holiday Rate for Nursing Services					
Medication Distribution Technician					
Federal Holiday Rate for Medical Distribution Technician					
Office Assistant					
Federal Holiday Rate for Office Assistant					
Physician Services					
Federal Holiday Rate for Physician Services					
Call-in rate for Physician					
Per Diem Rate for Population Fluctuations					

ALTERNATE STAFFING MODEL EIGHT (8) HOURS PER DAY

Position	Year 1	Year 2	Year 3	Year 4	Year 5
Nursing Services					
Federal Holiday Rate for Nursing Services					
Medication Distribution Technician					
Federal Holiday Rate for Medical Distribution Technician					
Office Assistant					
Federal Holiday Rate for Office Assistant					
Physician Services					
Federal Holiday Rate for Physician Services					
Call-in rate for Physician					
Per Diem Rate for Population Fluctuations					

ALTERNATE PRICING MODEL FOUR (4) HOURS PER DAY

Position	Year 1	Year 2	Year 3	Year 4	Year 5
Nursing Services					
Federal Holiday Rate for Nursing Services					
Medication Distribution Technician					
Federal Holiday Rate for Medical Distribution Technician					
Office Assistant					
Federal Holiday Rate for Office Assistant					
Physician Services					
Federal Holiday Rate for Physician Services					
Call-in rate for Physician					
Per Diem Rate for Population Fluctuations					

CERTIFICATION

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____

QUESTIONNAIRE

Instance	Yes	No
Were grievances or complaints filed against the organization (not including discrimination)?		
Were lawsuits or judgments filed?		
Were there investigations of fraud, abuse, conflict of interest, political activities, nepotism or any criminal activities?		
Was there a default or breach of contract?		
Did this organization or a parent organization declare bankruptcy or go into receivership?		
Were there any discrimination complaints or rulings against the agency?		

If any of the above items are checked yes, the following supplemental information must be provided:

1. Date the item was initiated
2. Party or parties involved with specific references to public funding
3. Brief description of the circumstances
4. Final disposition and date, if applicable
5. Brief description if action is still pending

General Information	Yes	No
Bidder has developed and routinely uses a detailed Policy & Procedure Manual.		
Bidder has an established Grievance Procedure in place specific to the concerns of inmates and corrections staff.		
Bidder has an Evaluation Program in place that considers contractual obligation as well as customer satisfaction. Contractor agrees to provide regular reports relative to various outlined performance measures and participate in regular meeting referencing those measures.		
Bidder has written job descriptions for all health care staff.		
Bidder assures compliance with all anti-discrimination laws.		

The above require a Yes/No response with comments only as deemed necessary.

REFERENCES

1	Administrator Name:	Contact Name:	Contact Title:
Address:		Phone Number:	
		Contact email:	
Supplies/Service Provided:		How long have you had this account?	

2	Administrator Name:	Contact Name:	Contact Title:
Address:		Phone Number:	
		Contact email:	
Supplies/Service Provided:		How long have you had this account?	

3	Administrator Name:	Contact Name:	Contact Title:
Address:		Phone Number:	
		Contact email:	
Supplies/Service Provided:		How long have you had this account?	

ON-SITE AND OFF-SITE SERVICES

State how on-site and off-site health care services will be provided. The bidder must demonstrate an understanding of each task. Each task should be identified along with an explanation of how the bidder plans to approach the task. A restatement of each task taken from these bidding documents will not be considered responsive. All standards defined within the **2008** National Commission on Correctional Health Care will be addressed within the body of the proposal. Use additional pages if necessary.

RESUME OF ON-SITE PROGRAM ADMINISTRATOR

INSURANCE CERTIFICATE

STAFFING PLAN AND ORGANIZATIONAL CHART

Provide a detailed description of staffing coverage to comply with the request for proposal. It is requested that three (3) submissions be developed addressing 4, 8 and 16-hour models, along with associated costs.

ACCREDITATION

The bidder shall address a plan to secure and/or maintain National Commission of Correctional Health Care (NCCHC) accreditation. If the bidder is currently accredited please include a copy of the accreditation.

PERSONNEL MATTERS

1. Recruitment practice
2. Equal employment opportunities
3. Licensure/certification requirements
4. Staff training and personnel development
5. Orientation of new personnel
6. Employee assistance program
7. Continuing education
8. In-service training
9. Performance Reviews

TRANSITION PLAN

Each bidder is to describe in detail how it would make the transition from the current service provision to ensure the full delivery of services commencing September 1, 2014. The plan should address specifically who would be doing what on which dates and times, including the formulation of plans, hiring of employees and subcontractors and ensuring continuity of care.

PROGRAM SUPPORT SERVICES

In addition to providing on-site services, off-site services and personnel services each bidder shall provide professional management services to support the health program at the Bay County Law Enforcement Center.

1. Peer Review Committee
2. Quality Assurance Program
3. Cost Assurance Program
4. Management Information System
5. Accreditation

BUSINESS INFORMATION

BAY COUNTY BIDDER SET UP REQUEST

Return completed form to: Bay County Purchasing
515 Center Avenue, Suite 701, Bay City MI 48708

Bay County Use Only Bidder No.: _____
Review Date: _____ Reviewer's Initials: _____
1099: Yes ☐ No ☐
1099: ☐ 3-Per Diem ☐ 6-Medical ☐ 7-Atty/Non-Employee Comp

INSTRUCTIONS: Bay County Bidder Set Up Request form is in three (3) parts.

Page 1 of 3: Includes Bidder identification, W-9, and contact information.

Page 2 of 3: Electronic Payment Set Up Request. Not available to one-time Bidders.

Page 3 of 3: W-9 form. Only exception, one-time Bidders.

An incomplete form will NOT be processed.

Authorized Department Signature: _____ Date: _____

New Bidder? Yes ☐ No ☐ Unsure ☐ If no, Bidder number: _____

One-time Bidder? Yes ☐ No ☐ Unsure ☐

If one time Bidder, SKIP SECTION I and Contact Person fields below.

If restitution or refund payment, select one box only and SKIP SECTION I.

Refund payment? Yes ☐ Restitution? Yes ☐

Bay County employee? Yes ☐ No ☐

Information change only? Yes ☐ If yes, fill out information change(s) only. Check ☐ next to change, below.

What goods or services will you provide to Bay County?

☐ Service: _____

☐ Product/Supply: _____

☐ Attorney/Medical: _____

☐ Bidder Name: _____

☐ DBA: _____ ☐ Not applicable.

☐ Contact Person Phone: _____ ☐ Fax: _____

☐ Contact Person Email: _____ ***

☐ Bidder Address: _____

☐ Bidder Payment Address, if different from above: _____

☐ ***Optional - Email to receive purchase orders electronically: _____

BAY COUNTY BIDDER ELECTRONIC PAYMENT SET UP REQUEST

Return completed form to: Bay County Purchasing, 515 Center Avenue, Suite 801, Bay City MI 4808

Bidder /Company Name: _____

Date: _____ Bidder number, if known.: _____ Bay County Employee ☐

Financial Institution Name: _____

Financial Institution Address: _____

Account Type: ☐ Checking ☐ Savings

Bank Routing Number: _____

Your bank will have this information.

Account No.: _____

Email Address to Receive Deposit Advice: _____

Bidder /Company Contact Name: _____

Bidder /Company Contact Phone: _____ Fax: _____

The above listed company (Company) sells goods and/or services to Bay County located in Bay City, Michigan. Bay County desires to make payments for such goods and/or services electronically through the ACH Network. COMPANY agrees to grant such flexibility.

Therefore, COMPANY hereby (1) authorizes Bay County to make payments for goods and/or services by ACH, (2) certifies that it has selected the stated depository financial institution, and (3) directs that all such payments be made as provided above.

COMPANY understands that you (Bay County) will verify the information provided above and, in the absence of a discrepancy or other unusual circumstances will begin the direct deposit of payments for goods and/or services within 15 days of your receipt of this form. In the event of a discrepancy, COMPANY understands that COMPANY will be required to provide corrected information by completing a new form. COMPANY acknowledges and agrees that the terms and conditions of all agreements with Bay County concerning the method and timing of payments for goods and/or services shall be amended as provided herein.

COMPANY will give thirty (30) days advanced written notice to Bay County of any changes in depository financial institution or other payment instructions.

Authorized Signature: _____

Print Name and Title: _____ Date: _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt <input type="checkbox"/> Other (see instructions) ▶ <input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,